

**KING COUNTY WATER DISTRICT NO. 125
KING COUNTY, WASHINGTON**

RESOLUTION NO. 05-09-14-390

RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY
WATER DISTRICT NO. 125, KING COUNTY, WASHINGTON, APPROVING
AN INTERLOCAL AGREEMENT WITH VAL VUE SEWER DISTRICT
REGARDING THE CONSTRUCTION, OWNERSHIP AND OPERATION OF
A JOINT ADMINISTRATION BUILDING

WHEREAS, RCW 57.08.044 and Chapter 39.34 RCW authorizes water-sewer districts to enter into interlocal agreements to carry out their lawful purpose and authority to provide utility services to their customers; and

WHEREAS, King County Water District No. 125 ("Water District") and the Val Vue Sewer District ("Sewer District")(collectively the "Districts") have independently explored the possibility of constructing separate and new administrative office buildings, and further have jointly explored the advantages and disadvantages of constructing and occupying a new joint administrative office building; and

WHEREAS, the Districts have determined that the most cost effective and operationally efficient option is to construct jointly and occupy one administrative office building, with both common and separate components ("Facility"); and

WHEREAS, the Districts plan to construct the Facility upon two parcels currently owned by the Water District ("Facility Property"), which parcels will be reconfigured through a boundary line adjustment; one parcel will contain an existing maintenance building and other related improvements and will be owned by the Water District ("Improved Parcel"); the other parcel will contain the Facility and will be jointly owned by the Districts ("Shared Parcel"); and

WHEREAS, the Districts have executed separate agreements with an architectural firm to plan and design the Facility, and have received advice from other consultants regarding the financing, construction, ownership and operation and maintenance of the Facility; and based on this advice and consultation, the Districts have decided to proceed with the joint construction the Facility and have prepared an interlocal agreement in the form attached hereto as Exhibit A and incorporated herein by this reference ("Interlocal Agreement") providing for the joint and cooperative development, ownership and operation of the Facility; and


WHEREAS, the Board of Commissioners of King County Water District No. 125 now desires to approve and implement the Interlocal Agreement; now, therefore,

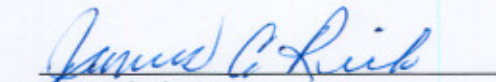
BE IT RESOLVED, by the Board of Commissioners of King County Water District No. 125, King County, Washington, as follows:


1. The Interlocal Agreement in the form attached hereto as **Exhibit A** is hereby approved and Commissioner John Thompson and the District's Superintendent Russ Austin are authorized and directed to execute the Interlocal Agreement on behalf of the District. .

ADOPTED by the Board of Commissioners of King County Water District No. 125, King County, Washington, at a regular open public meeting thereof held on the 14th day of September, 2005.

Board of Commissioners
King County Water District No. 125


Commissioner


Commissioner


Commissioner

**KING COUNTY WATER DISTRICT NO. 125
KING COUNTY, WASHINGTON**

**SMALL PROJECT PUBLIC WORKS CONTRACT
PROJECT:**

SUPERINTENDENT
Russ Austin

COMMISSIONERS
Jim Rick
John Thompson
Jerry Thornton

DISTRICT OFFICE

2849 - South 150th Street
P.O. Box 68147
Seattle, Washington 98168
Telephone: 206-242-9547

ENGINEERS

PACE ENGINEERS, INC.
750 Sixth Street South
Kirkland, Washington 98033
Telephone: 425-827-2014

ATTORNEY

INSLEE, BEST
John Milne
777 108th Ave. NE, Suite 1900
P.O. Box C-90016
Bellevue, Washington 98009-9016
Telephone: 425-455-1234

TO: WATER MAIN CONTRACTORS
FROM: KING COUNTY WATER DISTRICT NO. 125
PROJECT: _____

Water District No. 125 intends to undertake the following small works roster public works project: _____

The District wishes to start the project immediately after the award and to have all work completed within the time specified in these contract documents. A price is therefore requested to accomplish the following quantities of work. Payment will be made on the actual work performed. Technical Specifications, General and Contractual Conditions shall be per the 2004 WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

Bidding will be by invitation only for small public works projects. A performance and payment bond and insurance will be required. **A bid bond will not be required.** To bid the project, please fill out and sign the following proposal and return it to PACE Engineers, 750 Sixth Street South, Kirkland, WA 98033 by _____ pm on _____.

See MEASUREMENT AND PAYMENT SECTION for detailed descriptions of Bid Items.

UNIT BID PRICE

(Note: Bid prices for all items, all extensions and total amount of bid must be shown. Show prices in both words and figures. Where a conflict occurs, the written words shall prevail.)

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	8" Class 52 D.I. Pipe & Fittings Price in Words	_____ LF	\$ _____	\$ _____
2.	8" RS Gate Valve & Valve Box Price in Words	_____ EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
3.	Fire Hydrant Assembly _____ Price in Words	____ EA	\$ _____	\$ _____
4.	3/4" Water Service _____ Price in Words	____ EA	\$ _____	\$ _____
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
5.	Connect to Existing Water Line _____ Price in Words	____ EA	\$ _____	\$ _____
6.	Crushed Surfacing Top Course _____ Price in Words	____ TN	\$ _____	\$ _____
7.	6" Asphalt Patch _____ Price in Words	____ SY	\$ _____	\$ _____
8.	Landscape Restoration & Cleanup _____ Price in Words	____ LS	\$ _____	\$ _____
9.	Trench Safety _____ Price in Words	____ LF	\$ _____	\$ _____
10.	Remove Fire Hydrant Assembly _____ Price in Words	____ EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
TOTAL BID ITEMS			\$	
WASHINGTON STATE SALES TAX - 8.8%			\$	
TOTAL BID SCHEDULE, INCLUDING SALES TAX			\$	
TOTAL IN WORDS _____				

The Bidder has acted in accordance with all bidding information and understands awarding procedures outlined in the Bidding Information herein and Section 1-03 of the APWA Standard Specifications.

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work, in accordance with Section 1-04 of APWA Standard Specifications and this Document.

Bidder _____

Business Address _____

By: _____
Authorized Official

Telephone _____

Fax _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas King County Water District No. 125 has awarded to _____

_____ hereinafter designated as the "Principal", a Contract for the _____ project, all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, _____ and _____ a corporation, organized and existing under and by virtue of the Laws of the State of _____ duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto King County Water District No. 125, for and in behalf of the _____ project, in the sum of _____ Dollars (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless King County Water District No. 125, and their officers and agents; and shall further save harmless and indemnify said Water District from any defect or defects, in any of the workmanship entering into any part of the work or designated equipment covered by said Contract, which shall develop or be discovered within one (1) year after final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the work shall not exceed the sum of _____

_____, (\$_____).
(100% of the Contract Sum)

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any change, extension

of time, alterations or additions to the terms of the Contract or the work or to the Specifications.

this _____ day of _____, 2005

Principal
By _____
Title _____

TWO WITNESSES

ATTEST: (If Corporation)
CORPORATE SEAL



Surety
By _____
Title _____
Address of local office and agent of
Surety Company is: _____

By _____
Title _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.

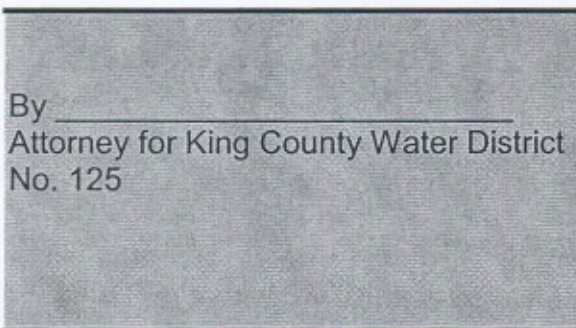
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to conduct business in the state where the project is located.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this ____ day of _____, 2005.

TWO WITNESSES

ATTEST: (If Corporation)

CORPORATE SEAL



By _____

Title _____

Principal

By _____

Title _____

Surety

By _____

Its _____

Address of local office and agent of
Surety Company is: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____
(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership or Individual), hereinafter
called Principal,

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto King County Water District No. 125, 2849 South 150th Street, Seattle, Washington 98168, hereinafter called Owner, in the penal sum of (100% of Contract Sum) _____
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 2005, a copy of which is hereto attached and made a part hereof for the construction of: _____
_____.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, all such persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract shall have the right to sue in their own name on this Bond in its own name to

recover for any loss, injury, damage or liability whatsoever sustained or incurred by them by reasons of any breach of the Contract Documents, or of any provisions in this Bond, in the same manner and to the same extent as though this obligation ran directly to the said persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract.

(Address of Contractor)

(Name of Surety)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto King County Water District No. 1, 151 28th Street, Seattle, Washington 98108, hereinafter called Owner, in the sum of (100% of Contract Sum) _____
(in lawful money of the United States, for the payment of which sum we and our heirs, successors and assigns, jointly and severally, firmly by these presents,

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 2005, a copy of which is hereto attached and made a part hereof for the construction of _____

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, all such persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract shall have the right to sue in their own name on this bond in its own name to

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2005.

ATTEST:

Principal

By: _____

(Seal)

Address

(Witness as to Principal)

(Address)

Surety

ATTEST:

Attorney-in-Fact

(Surety) Secretary

Address

(Seal)

(Witness to Surety)

(Address)

By _____

Attorney for King County
Water District No. 125

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SMALL PROJECT PUBLIC WORKS CONTRACT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2005, between King County Water District No. 125, a municipal corporation ("District" or "Owner") and _____ ("Contractor").

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties herein covenant and agree as follows:

1. Project. The Contractor shall do all work and furnish all tools, materials and equipment for the District's public works project known as the _____ ("Project") in accordance with and as described in the attached bid, plans and specifications, including addenda _____, which are by this reference incorporated herein and made a part thereof, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof.

2. District Agreement. The District hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for such work according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this Agreement.

3. Contractor Agreement. The Contractor hereby agrees to fully perform the work and all terms and upon all conditions as contained in this Agreement.

4. Liability. It is further provided that no liability shall attach to the District by reason of entering into this Agreement except as expressly provided herein.

5. Completion Deadline/Liquidated Damages. The Project must be commenced no later than _____ calendar days from the date of mailing of the Notice to Proceed to the Contractor and must be finished within 45 calendar days of the date of such mailing; if the Project is not completed within such time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this Agreement, it is determined in advance and agreed by the parties hereto that the Contractor will pay the District the amount of _____ per calendar day that the work remains uncompleted after expiration of the specified time for completion; the parties agree that such amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement shall constitute acknowledgment by the Contractor that he/she/it has ascertained and agrees that the District will actually suffer damages in the amount herein fixed for each day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

6. Contractor Responsibilities. The Contractor shall provide and bear the

expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the specifications to be furnished by the District, and shall warranty said materials and work for a period of one year after completion of this contract. This warranty is in addition to any other rights and remedies the District may have for defective work or materials, or any other failure by the Contractor to comply with the Project documents, and in no way limits such rights and remedies.

7. Project Cost. The total amount of the Project contract is _____ (\$ _____) plus Washington State sales tax of _____ (\$ _____) for a total Project cost of _____ (\$ _____). The total Project cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative and permit and regulatory costs, unless otherwise agreed in writing.

8. Standard Specifications. All work, materials and testing shall conform to the "2004 Standard specifications for Road, Bridge and Municipal Construction", prepared by the Washington State Department of Transportation/American Public Works Association, which are expressly incorporated herein by this reference except as herein supplemented or modified. A copy of the Standard Specifications is available for the Contractor's review at the District and consulting engineer's offices during normal business hours. The Contractor is encouraged to review the Standard Specifications to ensure the knowledge and understanding of their terms and conditions incorporated herein and/or to obtain copies of such Standard Specifications from the WSDOT/APWA. The Standard Specifications are hereby modified by the special provisions and supplemental specifications as follows: Special Provisions: SP1 - SP4, Measurement and Payment: MP1-MP3.

9. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. A statement of prevailing wages applicable to the Project is attached and included by reference. Notice of intent to pay prevailing wages and prevailing wage rates for the Project shall be posted for the benefit of the workers. Final payment shall be made in accordance with the requirements of RCW 39.12.

10. Retainage. The District shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance of the work, or until receipt of all necessary releases from the State Department of Revenue and the Department of Employment Security and until settlement of any liens filed under RCW 60.28, whichever is later.

11. Changes. The District may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change

order request to the District within five (5) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the District determines that the change increases or decreases the Contractor's costs or time for performance, the District will make an equitable adjustment. The District will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the District will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.1 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the District, including any direction, instruction, interpretation, or determination by the District, the Contractor shall, within five (5) calendar days, provide a signed written notice of protest to the District that states the date of the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The District shall have access to any of the Contractor's records needed to evaluate the protest. If the District determines that a protest is valid, the District will adjust the payment for work or time by an equitable adjustment.

11.2 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the District has ordered.

11.3 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the District any written or oral order (including directions, instructions, interpretations, and determinations).

12. Claims. The Contractor shall give written notice to the District of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a

timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 11.1 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the work is completed.

13. Termination.

13.1 This District may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

13.1.1. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

13.1.2 The Contractor's failure to complete the work within the time specified in this Agreement.

13.1.3 The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

13.1.4 The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.

13.1.5 The Contractor's filing for bankruptcy or being adjudged bankrupt.

If the District terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

13.2 The District may terminate this Agreement at any time for convenience and without cause. In the event of a termination for convenience, payment will be made to the Contractor for work performed through the date of termination in accordance with this Agreement. Contractor shall also be entitled to receive any equitable amount for partially completed items of work (in the event of unit price work) and for the return or disposal of materials. Regardless of whether this Agreement is terminated for cause or for convenience, the Contractor shall have no claim against the District for loss of anticipated profits on work not performed by the Contractor. In the event of a termination for cause is found to be improper, it shall be deemed to be a termination for convenience.

14. Defective or Unauthorized Work. The District reserves the right to withhold

payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the District's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the District may complete the work by contract or otherwise, and the Contractor shall be liable to the District for any additional costs incurred by the District. "Additional costs" means all reasonable costs incurred by the District, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The District further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

15. Final Payment; Waiver of Claim. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

16. Environmental Regulations. The Contractor shall comply with all applicable federal, state and local environmental statutes, regulations, ordinances and rules, including but not limited to 42 USC 4321 et seq.; 33 USC 1251 et seq.; and RCW's 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197.11.

CONTRACTOR:

By _____

Its _____

Address: _____

Telephone: _____

Fax: _____

a _____ corporation,

_____ partnership,

_____ joint venture,

_____ limited liability company

_____ sole proprietorship

113

(District of Columbia)

King County Water District No. 152

Conservation License No.

State of Washington General

State of Washington General
Contractor's License No. _____

King County Water District No. 125
("District" or "Owner")

By _____

Its _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington,

Residing at _____

My Appointment Expires _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington,

Residing at _____

My Appointment Expires _____

SPECIAL PROVISIONS

PERFORMANCE AND GUARANTY BOND:

The Contractor shall furnish a surety bond in the full amount of the contract price which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors and materialmen. This bond shall be in force until completion of the Project and acceptance by the Owner, and also for such period thereafter during which the law allows liens to be filed and sued upon. Further, the bond shall cover for a period of one (1) year after acceptance by the Owner, as respects faulty workmanship and materials. This Performance Bond shall be furnished by a corporate surety company authorized to do business in the state(s) in which the work is located, in a company and on a form acceptable to the Owner.

The Contractor represents that he is fully experienced and possesses all of the necessary expertise for performance of all work specified herein, and hereby guarantees that all of the work, materials or equipment furnished by him under these Specifications will meet fully all requirements for quality of workmanship, materials, strength, and any and all other requirements whatsoever prescribed in the Specifications and set forth in the Proposal and in the Contractor's Specifications.

The Contractor also shall guarantee that when put into service and with such attendance and care as is ordinarily given to work, structures or equipment of the classes covered by the Contract, all parts of the said work, structures or equipment furnished or constructed by him will perform their intended functions successfully and satisfactorily.

INSURANCE SPECIFICATIONS

1.1 The contractor shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rating of A: VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.

1.2 Prior to the execution of the contract, the contractor shall purchase and maintain during the term of this project a Commercial General Liability insurance policy meeting the requirements set forth herein. The contractor shall file with the district either a certified copy of all policies **with endorsements attached**, or a certificate of insurance **with endorsements attached** as are necessary to comply with these specifications. Failure of the contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract and of any and all district obligations, regarding same.

1.3 The contractor shall not begin work under the contract or under any special condition until all required insurances have been obtained and until such insurances have been approved by the district. The insurance shall provide coverage for the contractor, the contractor's subcontractors and the district. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the contractor, the contractor's subcontractors, or by anyone directly or indirectly employed by either of them.

1.4 The insurance policies shall specifically name the district, its elected and appointed officials, officers, employees, agents and volunteers as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the contractor; (b) products and completed operations of the contractor, and (c) premises owned, leased or used by the contractor. The insurance shall be maintained in full force and effect at the contractor's expense throughout the term of the contract. Provide an ISO Form CG 20 10 11 85 endorsement or, alternatively, ISO Form CG 20 10 10 01 endorsement and ISO Form CG 20 37 10 01 endorsement.

1.5 The district shall be given at least forty-five (45) days prior written notice of cancellation, nonrenewal, material reduction or modification of coverage. Such notice shall be by *certified mail* to the district.

1.6 The coverages provided by the contractor's insurance policies shall be primary to any insurance maintained by the district, except as respects losses attributable to the sole negligence of the district. Any insurance that might cover this contract which are maintained by the district shall be in excess of the contractor's insurance and shall not contribute with the contractor's insurances.

1.7 The contractor's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or

judgment made or brought by or for any other insured or by or for any employee of any other insured. However this provision shall not increase the limits of the insurer's liability.

1.8 The General Aggregate provision of the contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this project. Provide an ISO Form 25 03 03 97 endorsement.

1.9 The contractor's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the district.

1.10 The contractor's insurance policies shall contain a provision that the district has no obligation to report events which might give rise to a claim until a claim has been filed with the district's Board of Commissioners.

1.11 Types and Limits of Insurance Required:

Commercial General Liability

- \$1,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

Automobile Liability

- \$1,000,000 per accident bodily injury and property damage liability, including
- Any owned automobile
- Hired automobiles
- Non-owned automobile

Umbrella Liability

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

1.12 As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the contractor may provide the district with an Owners and Contractors Protective (OCP) policy with a limit of coverage of \$5,000,000. **If the contractor provides an OCP policy, the contractor shall additionally provide the district with evidence that the contractor's Commercial General Liability policy has**

been endorsed adding the district, its elected and appointed officials, officers, employees, agents and volunteers as insureds for at least products completed operations coverage.

1.13 Providing of coverages in the stated amounts shall not be construed to relieve the contractor from liability in excess of such limits.

1.14 The contractor shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the certificate of insurance for district's approval.

1.15 The contractor shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the subcontractor's employees to be engaged in such work. The contractor's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance (or Jones Act coverage) as required by state and federal statute, the contractor shall maintain and cause each subcontractor to maintain, Employers Liability insurance for limits of at least \$1,000,000 for each employee for disease or accident, and shall furnish the district with satisfactory evidence of such.

1.16 The contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of district employees or the engineer's personnel in conducting construction review of the contractor's performance is not intended to include review of the adequacy of the contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The contractor shall provide safe access for the district and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

1.17 The contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

1.18 The district will make no progress payments until the contractor has fully complied with this section. This remedy is not exclusive and the district may take such other action as is available under other provisions of this contract, or otherwise in law.

1.19 The contractual coverage of the contractor's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION

AGREEMENT of this contract.

1.20 Nothing contained in these insurance requirements shall be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from the contractor's operations under this contract.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers from and against any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of the District, or any other property upon which the Contractor is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of the District, its officers, officials, employees and agents.

Should a court of competent jurisdiction determine that this Hold Harmless and Indemnification Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officials, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit arises in respect to this Hold Harmless and Indemnification Agreement, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its elected or appointed officers, officials, employees, agents and volunteers, the Contractor shall pay the same.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 08/26/03	
PRODUCER Contractors Insurance Services P.O. Box 1000 Anytown, WA License No. 123456				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED ABC Construction Co. 123 Main Street Hometown, WA				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: Travelers Insurance Co.			
				INSURER B: Hartford			
				INSURER C: Fireman's Fund			
				INSURER D: DPIC			
				INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	GL1234	10/01/02	10/01/03	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> Stop Gap \$1,000,000				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> _____				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	AL1234	10/01/02	10/01/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
		<input type="checkbox"/> _____					
C		GARAGE LIABILITY	XS2345	10/01/02	10/01/03	EACH OCCURRENCE	\$ 2,000,000
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY					\$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PL3456	10/01/02	10/01/03	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		Washington Labor & Industries # _____				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER Professional Liability				1,000,000 per Claim 1,000,000 Aggregate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS (Member) District is an Additional Insured on General and Auto Liability Policies with respect to Pumphouse Construction Project for (Member) District at 456 Main Street Site.							
CERTIFICATE HOLDER (Member) District 456 Main Street Hometown, WA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Contractor's Agent/Broker			

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY.
ONLY AND DOES NOT CONFER RIGHTS TO THE CERTIFICATE
HOLDER. THE CERTIFICATE DOES NOT EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED
HEREIN.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ISO | Commercial General Liability Forms | 11/01/85

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART:

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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(b) This portion of "your work" out of which the injury or damage arises has been or is intended to be performed by or for the insured or subcontractor engaged in performing operations for a project as part of the same project.

Section II - Who is An Insured - This endorsement includes as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your insured operations performed for that insured. With respect to the insurance attached to this endorsement, the following exclusions apply: 1. Exclusions - This insurance does not apply to "bodily injury" or "property damage" occurring after

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

- 22 -

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT.

Insurance Coverage Questionnaire

For _____
(Name of Insured)

Project Number _____

Project Owner _____

Are the following coverages &/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed operations coverage		
Personal Injury Liability Coverage. (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U Hazards included		
Blanket Contractual Liability coverage applying to this contract		
Employers Liability - Stop Gap		

Deductibles or SIRs: GL _____ AL _____ Excess _____

Insurer' Best Rating GL _____ AL _____ Excess _____

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)	
---------------------	--

Address

Completed by (Signature) _____

Name of Person to contact

Telephone Number

MEASUREMENT AND PAYMENT

GENERAL

The contract price shall constitute full compensation for furnishing all plant, labor, material and equipment for performing all the work operations required to construct and complete items as shown on the drawings. The contract price shall include all overhead costs, transportation, insurance, profit and any other information costs related to the work.

Payment for the complete work shall be considered full compensation and shall include all minor items required for a complete job, but not specifically mentioned in the Contract Documents, but not having a specific pay item. Work will be paid for under one item only. Payment shall be made for Bid Schedule items only and no additional compensation will be made.

8" D.I. PIPE CL 52 AND FITTINGS (Item 1)

Measurement and payment for new Water Main shall be per lineal foot of pipe laid, tested and approved, and shall be measured along the pipe through fittings, valves and couplings. Items to be included in the bid price shall include but shall not necessarily be limited to:

- a) Mobilization.
- b) Clearing, grubbing and disposal of all cleared material.
- c) Excavation of all materials of whatever nature encountered.
- d) Sheeting, bracing and dewatering, when necessary.
- e) Hauling and disposal of unused native material or any excess material.
- f) Furnishing, installing, and testing pipe and fittings.
- g) Furnishing, placing and compacting bedding material.
- h) Placing and compacting native material or crushed gravel or pit run gravel backfill for trench (actual material costs for gravel or imported material will be paid under other bid items.)
- i) All restrained joints as shown on the plans and not paid for elsewhere.
- j) Compaction.
- k) Flushing.
- l) Pressure and sanitary testing.
- m) Traffic control.
- n) Temporary support of utility poles and existing structures as required.
- o) Blocking of pipe and fittings.
- p) Finish grade of trench.
- q) Finish and clean project area.

8" GATE VALVE AND VALVE BOX (Item 2)

The unit price per each for gate valve and box shall be full compensation for the valves

complete, tested, installed with all materials, tools, labor and equipment necessary for construction. Bid price also covers valve extensions where required, valve markers, painting valve markers and stenciling of measurements on markers with two inch black numerals.

The contract price shall constitute full compensation for furnishing all plant, labor, material and equipment for performing all the work operations required to construct and complete items as shown on the drawings. The contract price shall include all overhead costs, transportation, insurance, profit and any other information costs related to the work.

Payment for the complete work shall be considered full compensation and shall include all minor items required for a complete job, but not specifically mentioned in the Contract Documents, but not having a specific pay item. Work will be paid for under one item only. Payment shall be made for Bid Schedule items only and no additional compensation will be made.

8" D.I. PIPE CL 52 AND FITTINGS (Item 1)

Measurement and payment for new Water Main shall be per linear foot of pipe laid, tested and approved, and shall be measured along the pipe through fittings, valves and couplings. Items to be included in the bid price shall include but shall not necessarily be limited to:

- a) Modification.
- b) Cleaning, grubbing and disposal of all cleared material.
- c) Excavation of all materials of whatever nature encountered.
- d) Shoring, bracing and dewatering when necessary.
- e) Handling and disposal of unused native material or any excess material.
- f) Furnishing, installing, and testing pipe and fittings.
- g) Furnishing, placing and compacting bedding material.
- h) Placing and compacting native material or crushed gravel or pit run gravel backfill for trench (actual material costs for gravel or imported material will be paid under other bid items).
- i) All restrained joints as shown on the plans and not paid for elsewhere.
- j) Compaction.
- k) Flushing.
- l) Pressure and sanitary testing.
- m) Traffic control.
- n) Temporary support of utility poles and existing structures as required.
- o) Bidding of pipe and fittings.
- p) Finish grade of trench.
- q) Finish and clean project area.

8" GATE VALVE AND VALVE BOX (Item 2)

The unit price per each for gate valve and box shall be full compensation for the valves

FIRE HYDRANT ASSEMBLY (Item 3)

The unit price per each for fire hydrant assemblies shall include all costs of furnishing all materials, labor and equipment and installing the hydrant assemblies in the location shown on the plans and specified herein. The unit bid price shall include the furnishing and placing of all materials shown on the plans for these assemblies, including hydrant body, piping connection to water main, valve, valve box, Stortz fitting, shackles, tie rods, pier blocks, washed gravel, guard posts, covering, painting and incidentals that will be required for the complete installation of the hydrant as specified. The tee at the main will be paid for under piping.

3/4" WATER SERVICE (Item 4)

The unit price per each for 3/4 -inch water service shall include all costs associated with furnishing and installing 3/4-inch services as shown on the plans. Costs shall include but not necessarily be limited to corporation stops, tees, reducers, angle stops, Type K annealed copper pipe, new meter box, connection of the new service to the existing service line, transfer of the existing meters, and any other appurtenances and labor necessary for a complete installation.

CONNECTION TO EXISTING WATERMAIN (Item 5)

This item shall include furnishing all materials, labor and equipment to provide a connection between the proposed water main tee or cross and the existing water main. The work shall include fittings, excavation, shoring, dewatering, backfill, compaction, thrust blocks, cleanup and all incidental items.

Basis for payment will be the unit price for each (EA) connection to the existing system for all costs associated to furnish required fittings, restraint systems, piping, blind flanges, concrete, excavation, backfilling, compaction, shoring dewatering as required, testing, potholing in advanced of connection, removing existing valves, and all other incidental work required to make the new connection and secure the abandoned pipe. Valves shall be paid for under a separate bid item.

CRUSHED GRAVEL TOP COURSE (Item 6)

The unit price per ton for crushed gravel top course shall include furnishing the material delivering to the site, and placing in trenches, along road shoulders and other areas as required and as determined necessary by the Owner. Measurement shall be by the ton as verified by truck tickets collected and delivered to the inspector at the time of delivery. Crushed gravel material shall be used in lieu of native material only when authorized by the District or City of Tukwila.

6" ASPHALT PATCH (Item 7)

The unit price per square yard includes all the costs of material and labor for furnishing and installing compacted asphalt concrete pavement on roadways, sidewalks and driveways disturbed by the water line trench and in those locations directed by the Engineer. Included shall be the cost of providing and removing temporary cold-mix patch, sawcutting to a neat and straight line all edges and the cost of furnishing and installing the required tack coat and joint sealer. Asphalt concrete pavement shall be placed with six (6) inches minimum asphalt concrete, Class "B", over minimum six (6) inches of crushed surfacing base course. All asphalt shall be placed in maximum 2" lifts. Also included shall be the cost of replacing all traffic markings, buttons, striping, etc. damaged during the course of construction. Said markings shall be replaced as required by City of Tukwila.

LANDSCAPE RESTORATION AND CLEANUP (Item 8)

The lump sum price for landscape restoration and project cleanup shall be the cost of, furnishing and installing any shrubbery or landscaping damaged during construction and the cost of cleaning up and removing debris or material resulting from installation of the new water main. Culverts, driveways, ditches, roadways, pipe lines, street signs, mail boxes or other existing improvements which are removed or disturbed in the course of the work shall be replaced and restored in a condition equal to or better than before construction. When pipelines go through established lawns, inside or outside of the right-of-way, the sod shall be removed before trenching and replaced after backfilling to the satisfaction of the property owner. A signed release from the affected property owner will be required. Restoration work shall be in accordance with sections 1-07.16 and 1-07.16(1) of these Specifications

The Contractor shall provide photographs of the entire route before and after construction to verify restoration. All restoration must be completed to the satisfaction of the District and City of Tukwila. The District will not accept restoration until City of Tukwila does so.

TRENCH SAFETY (Item 9)

The completed work described in these contract documents and all applicable codes, ordinances and laws shall constitute the lump sum work for this item as listed in the proposal. The lump sum price bid for this item shall constitute full compensation for providing a safe trench environment, in compliance with Washington Industrial Safety and Health Act (RCW 49.17) and safety and health standards such as Safety Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), General Occupational Health Standard (Chapter 296-22 WAC) and any other appropriate safety and health codes.

REMOVE AND SALVAGE EXISTING HYDRANT (Item 10)

The unit price per each for removal and salvage of existing hydrants shall be full compensation for all costs associated with disconnecting the hydrant and delivering to District's office. Items to be removed and salvaged include the hydrant, risers and base elbow, unless otherwise directed by the District. Unit price also includes removal and disposal of valve box and bollards, and backfill and compaction of suitable materials in excavated area.

APPENDIX A - PREVAILING WAGE SCHEDULE

